EXHIBIT I-B

18CV002749

STATE OF NORTH CAROLINA FILED IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

WAKE COUNTY 2018 MAR - 2 17-CVS-59

WAKE COUNTY C.S.C.
BY ______

MARION F. EGLER,

Plaintiff,

vs.

U.S. BANK NATIONAL ASSOCIATION, *AS TRUSTEE FOR* MASTR ADJUSTABLE RATE MORTGAGES TRUST 2007-1, MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2001-1; OCWEN LOAN SERVICING, LLC, and TRUSTEE SERVICES OF CAROLINA, LLC, *In its capacity as Substitute Trustee*

Defendants.

COMPLAINT
(Jury Trial Requested)

Plaintiff, complaining of the defendants, alleges as follows:

NATURE OF ACTION

Marion Egler's April, 2009 payment was never credited to her account. The check cleared but, despite the fact that Plaintiff, the bank the check was drawn on, and two different law firms provided proof of payment to the mortgage servicer, the account was never investigated and the error never corrected. When Defendant Ocwen acquired servicing rights to Plaintiff's loan, Plaintiff and her counsel provided Ocwen – directly and through its counsel - proof of the error to her account. Ocwen continues to deem Plaintiff's account delinquent from the date of that error. As a result, Plaintiff has defended two separate foreclosure actions prosecuted by Ocwen.

While her appeal in the first action was pending, in hopes of resolving the dispute, Plaintiff applied for a loan modification. Though she was granted a "Trial Period Payment Plan," Ms. Egler never received permanent loan modification documentation from Ocwen. Instead, Ocwen informed Ms. Egler by letter that the modification was denied because she failed to return the permanent modification agreement. As noted, Ms. Egler never received a permanent modification agreement. Ocwen always sent correspondence to Ms. Egler's attorney's address. No permanent modification offer was received by her attorney either. All of Ms. Egler's attempts to address the wrongful denial of the modification were rejected by Defendant Ocwen.

A foreclosure hearing was heard by the Clerk of Superior Court's designee on September 1, 2017. By Order dated September 7, 2017, the Clerk found that Defendant Ocwen had failed to demonstrate that there was a default. On September 17, 2017, Ocwen appealed that Order.

Defendant Ocwen's mortgage servicing practices are notoriously inept. From April of 2017 until earlier this month, Defendant Ocwen was prohibited from acquiring servicing rights for North Carolina mortgages pursuant to a Cease and Desist Order from the North Carolina Commissioner of Banks. Numerous actions have been brought against Ocwen around the country, the latest of which is based upon its defective servicing system and its wrongful failure to respond to consumer complaints and notices of error. Pursuant to N.C. Gen. Stat. §45-21.34, Plaintiff Marion Egler now seeks to enjoin any pursuit of the pending foreclosure. Further, she seeks affirmative relief and relief in defense and recoupment to the indebtedness claimed owed by Defendants and from Defendants' negligence, breach of contract, violations of the duties of good faith and fair dealing, and unfair and deceptive trade practices.

PARTIES

1. Plaintiff is a citizen and resident of Wake County, residing at 612 SE Maynard Road, Cary.

2. U.S. Bank National Association, as Trustee for MASTR Adjustable Rate Mortgages Trust 2007-1, Mortgage Pass Through Certificates, Series 2001-1 is upon information and belief, trustee for the trust that purports to own the Note. (hereinafter referred to as "U.S. Bank")

3. Ocwen Loan Servicing, LLC ("Ocwen") is a Delaware limited liability company that maintains its principal place of business in West Palm Beach, Florida. At all times relevant to this complaint, Ocwen has done business in North Carolina and throughout the United States. At all times relevant to this complaint, Ocwen was acting as agent for U.S. Bank.

4. Upon information and belief, Ocwen acquired servicing rights to Plaintiff's loan on or about March 3, 2013.

5. Trustee Services of Carolina, LLC is the Substitute Trustee for the Deed of Trust, appointed September 21, 2016 by U.S. Bank, and is named solely for purposes of injunctive relief.

STATEMENT OF FACTS

NOTE AND DEED OT TRUST

6. On October 25, 2006, Plaintiff Marion Egler executed a thirty-year, Adjustable Rate Note ("the Note") in the amount of $185, 400.00 in favor of American Brokers Conduit, a copy of which is attached hereto and incorporated herein by reference as Exhibit A.

7. Also on October 25, 2006, Plaintiff secured the loan by granting a Deed of Trust on her SE Maynard Road home, a copy of which is attached hereto and incorporated herein by reference as Exhibit B.

8. Under the terms of Plaintiff's Note, she was obligated to pay interest on the principal outstanding on the loan.

9. From October 25, 2006 until October 31, 2006, Plaintiff's "Initial Rate" of interest was one percent (1%).

10. Beginning November 1, 2006, Plaintiff's interest rate escalated to eight and four-hundred fifty eight thousandths percent (8.458%).

11. On December 1, 2006, Plaintiff's rate adjusted ***monthly*** to an amount based on an index (the yield on 12-month average of United States Treasury Securities) plus three and seven-hundred-thousandths percent (3.700%).

12. The interest rate could not exceed nine and nine-hundred-fifty-thousandths percent (9.950%).

13. Plaintiff's mortgage payments were set annually; the first mortgage payment "Change Date," per the Note was December 1, 2007 – this despite the fact that interest amounts were subject to change monthly, beginning December 1, 2006.

14. Ms. Egler's initial mortgage payment for principal and interest from December 1, 2006 through December 1, 2007 was $596.12.

15. Upon information and belief, that payment amount was calculated based upon a 1% interest rate – the rate applicable for only the first five (5) days of the loan.

16. Pursuant to the Note, payment change increases – under certain circumstances - will be limited to seven and one half percent (7 ½%) of the previous payment.

17. The Note provides that, because the initial monthly payment is based on the one percent (1%) Initial Rate, and because the interest amounts adjust more frequently than the payment amounts, then the Note Holder is authorized to apply a full payment to interest and, if the payment is not enough to cover the interest accrued that month, the Note

Holder is authorized to add the amount of unpaid interest to the balance of the principal and that any such amount will earn interest at the current rate.

18. Under the terms of the Note, the unpaid principal balance cannot exceed one-hundred-twenty-five percent (155%) of the original principal balance; should the principal balance exceed that amount, then the seven-and-one-half percent (7 ½%) limit on payment increases is waived and the new payment will be calculated to pay all interest and principal by the maturity date of the loan.

19. The Note further provides that, should a Note Holder fail to make any of the adjustments necessary to collect amounts owed pursuant to the Note, then, "...regardless of any notice requirement, I [the Borrower] agree the Note Holder may, upon discovery of such failure, then make the adjustment as if they had been made on time. I also agree ***not to hold the Note Holder responsible for any damages to me which may result from the Note Holder's failure to make the adjustment...***"

20. Despite the egregious terms of the Note, Plaintiff managed to keep her loan current for over two years.

APRIL 2009 PAYMENT LOST OR MISAPPLIED BY AMERICAN HOME MORTGAGE SERVICING, INC.

21. During 2008, Ms. Egler took time from work to aid in the care of her mother who suffered from terminal cancer.

22. During this time, Ms. Egler's brother, John L. Egler, Jr., assisted the family by making some of Ms. Egler's house payments.

23. On April 27, 2009, Plaintiff's brother made a payment to Defendant's predecessor, American Home Mortgage Servicing, Inc., (AHMSI) in the amount of $1,086.48 through the servicer's on-line pay system.

24. Mr. Egler's account was charged an additional $9.95 for the use of that service.

25. The payments cleared Mr. Egler's bank account on April 28, 2009.

26. Plaintiff began receiving notices from AHMSI claiming that she had not made her April payment.

27. Plaintiff repeatedly contacted AHMSI by telephone and by fax, advising that the payment had been made and asking that it be properly credited.

28. At various times, Plaintiff provided to AHMSI a letter from Mr. Egler's bank, Capital One, stating that the payment had been made and that it had cleared Mr. Egler's bank account.

29. At various times, Plaintiff provided AHMSI copies of her brother's checking account statements for April and May of 2009, indicating that the on-line check had cleared and that no payment had been returned.

30. Receiving no assistance at all, Plaintiff Egler contacted the law firm of Merritt, Flebotte, Webb and Caruso, PLLC where attorney Erin J. Ruben undertook to secure correction of Plaintiff's mortgage account.

31. Despite multiple letters and submission of documentation by that firm to the contrary, AHMSI insisted that the April payment on Plaintiff's mortgage account had been returned as a result of insufficient funds on May 21, 2009.

32. This assertion was false.

33. On behalf of Plaintiff, on December 6, 2010, the Financial Protection Law Center submitted to AHMSI a qualified written request (QWR) pursuant to Real Estate Settlement and Procedures Act, 12 U.S.C. § 2605(e), seeking an accounting of the

missing payment and a correction of Plaintiff's account. A true and accurate copy to the QWR is attached hereto and incorporated herein by reference as Exhibit C.

34. AHMSI's answer was non-responsive and Plaintiff continued to receive statements indicating that she was in default.

35. As AHMSI changed its name to Homeward Residential, upon information and belief in February of 2012, a new QWR on January 9, 2013 was sent to Homeward seeking information regarding the missing payment and account status.

36. While Homeward provided some information, it failed to account for the missing payment that had cleared Mr. Egler's bank account or to correct Ms. Egler's account.

37. Despite the ongoing dispute with AHMSI/Homeward Servicing regarding the status of her account, Plaintiff continued to make her mortgage payments until the servicer began rejecting them in February of 2012.

38. On or about July 19, 2012, a foreclosure action was filed against Plaintiff and her property identified by the case number, 12 SP 3317 (Wake County).

OCWEN ACQUIRES SERVICING RIGHTS BUT FAILS TO INVESTIGATE OR REMEDY ERROR DESPITE NOTICE

39. Upon information and belief, the servicing of Plaintiff's mortgage was transferred to Defendant Ocwen, on or about March 3, 2013.

40. On or about May 23, 2013, Defendant Ocwen contacted Plaintiff's counsel by letter, a true an accurate copy of which is attached hereto and incorporated herein by reference as Exhibit D, indicating that a response to the January 9, 2013 inquiry directed to Homeward Residential was forthcoming.

41. Exhibit D further indicates that Ocwen would obtain necessary information from the prior servicer if servicing had recently been transferred to Ocwen.

42. On June 10, 2013, Ocwen corresponded with counsel by letter, a true an accurate copy of which is attached hereto and incorporated herein by reference as Exhibit E.

43. Exhibit E provides that a payment history is included and that it reflects all payments on the account.

44. Upon information and belief, Ocwen took no notice of documents submitted showing that the April 2009 check had been cashed by AHMSI and no independent investigation was performed.

45. A hearing upon the foreclosure action known as 12- SP - 3317 was held on September 13, 2013. An Order of Sale was entered. Plaintiff gave proper Notice of Appeal and posted a bond as per the Order of the clerk.

OCWEN WRONGFULLY DENIES PLAINTIFF'S LOAN MODIFICATION APPLICATION

46. In an attempt to resolve the dispute with Ocwen and in discussion with Ocwen's counsel, Plaintiff submitted a loss mitigation package to Ocwen seeking to modify her mortgage pursuant to the Home Affordable Modification Program.

47. By letter dated October 3, 2013, Ocwen, through its counsel, notified Plaintiff's counsel that Ms. Egler had been approved for a Trial Period Payment Plan. A true and accurate copy of that letter is attached hereto and incorporated herein by reference as Exhibit F.

48. Pursuant to the Trial Period Payment offer, to accept, Plaintiff was required to "...make your first monthly 'trial period payment.'" *See* Exhibit F.

49. Exhibit F further provides: "To qualify for a permanent modification, you must make the following trial period payments in a timely manner:

1st payment: $629.91 by 11/01/2013

2nd payment: $629.91 by 12/01/2013

3rd payment: $629.91 by 01/01/2014

50. Exhibit F provides further: "After all trial period payments are timely made and you have submitted all the required documents, your mortgage will be permanently modified."

51. Exhibit F explains "If each payment is not received by Ocwen Loan Servicing, LLC in the month in which it is due, this offer will end and your loan will not be modified under the Making Home Affordable Program."

52. Plaintiff accepted the trial period payment offer and made each of the trial period payments in the amount of $630.00, each of which were received by Defendant Ocwen on October 28, 2013, December 3, 2013 and December 31, 2013, respectively, as evidenced by a transactional history, a true and accurate copy of which is attached hereto and incorporated herein by reference as Exhibit G, which was provided to Plaintiff by Defendant Ocwen.

53. Not having received any notification from Defendant regarding her permanent modification, Plaintiff continued making trial period payments, received by Ocwen on January 27, 2014 and March 3, 2014. *See* Exhibit G.

54. On or about March 5, 2014, Defendant Ocwen notified Plaintiff by letter, a true and accurate copy of which is attached hereto and incorporated herein by reference as Exhibit H, that she was not eligible for a Home Affordable Modification because: "You failed to return the final modification agreement within the required timeline."

55. This statement is false in that Plaintiff never received a permanent modification offer – either at her residence or at her attorney's office.

56. Plaintiff's counsel immediately contacted Defendant Ocwen's attorney seeking to remedy this error, but was told to deal directly with Ocwen.

57. On May 21, 2014, counsel sent a Notice of Error, pursuant to 12 C.F.R. §1026.35 OF Regulation X, to Defendant seeking to obtain the loan modification offer purportedly made by Defendant Ocwen. A true and accurate copy of the Notice of Error is attached hereto and incorporated herein by reference as Exhibit I.

58. As evidenced by the true and accurate copy of the United States Postal Service confirmation of delivery return receipt attached and incorporated herein by reference as Exhibit J, Ocwen received the Notice of Error on May 27, 2014.

59. Though required to acknowledge receipt of the Notice of Error within 5 days of receipt and to resolve the error (or explain any contention that there is no error) within 30 days, Defendant Ocwen made no response to Plaintiff until on or about September 2, 2014.

60. By letter dated September 2, 2014, a true and accurate copy of which is attached hereto and incorporated herein by reference as Exhibit K, Defendant Ocwen purported to respond.

61. Rather than provide a permanent loan modification, the letter presents a nonsensical rehashing of events with no substantive response.

62. Plaintiff continued to submit $630.00 payments to Ocwen in hopes that the modification issue would be resolved; Defendant Ocwen continued to reject the payments.

63. Defendant Ocwen began sending pre-foreclosure notices to Plaintiff in 2015. Despite multiple e-mails to the Substitute Trustee, and later Defendant Ocwen's counsel, regarding the servicing errors in this case, a foreclosure was filed on or about September 26, 2016.

64. A contested hearing was held on September 01, 2017 at which time the Clerk of Superior Court's hearing officer denied Defendant Ocwen's request to foreclose, pursuant to an Order entered on September 07, 2017, a true and accurate copy of which is attached hereto and incorporated herein by reference as Exhibit L.

65. Defendant Ocwen filed a timely appeal of the foreclosure on September 17, 2017.

66. Again, in hopes of avoiding litigation, Plaintiff submitted a loss mitigation package to Ocwen, seeking to modify Plaintiff's loan.

67. On December 26, 2017, Plaintiff was notified that she had been approved for another trial period payment plan, a true and accurate copy of which is attached hereto and incorporated herein by reference as Exhibit M.

68. Unfortunately, this plan required her to make payments of $1,481.94 per month, more than double the payments required under the first Trial Period Payment Plan and which Plaintiff could not afford.

ALLEGATIONS REGARDING HAMP

69. Plaintiff's Trial Period Payment Plan was offered subject to the Home Affordable Modification Program as in effect at that time and Defendant Ocwen, as a participant, had a duty to comply with the Making Home Affordable Program Handbook For Non-GSE Servicers, Version 4.3, effective September 16, 2013(hereinafter, "The Handbook").

70. Pursuant to Section 8 of The Handbook, "Borrowers who make all trial period payments timely and who satisfy all other trial period requirements will be offered a permanent modification."

71. Pursuant to Section 9.1 of The Handbook, Defendant Ocwen had a duty to "prepare the Modification Agreement early enough in the trial period to allow sufficient processing

time so that the modification becomes effective on the first day of the month following the trial period month."

72. Also pursuant to Section 9 of The Handbook, Defendant Ocwen had a duty to offer Plaintiff a permanent modification as long as the servicer has received all required period payments and a fully executed Modification Agreement.

73. Plaintiff timely made each of her trial period payments, and continued sending additional payments when she received no permanent modification.

74. All of Plaintiff's trial period payments were received by Defendant Ocwen.

75. Plaintiff provided Defendant Ocwen with all requested documentation.

76. Defendant Ocwen failed in its duty to timely prepare or process a permanent modification of Plaintiff's loan.

77. Defendant Ocwen failed to offer Plaintiff a permanent modification.

78. Pursuant to Sections 9.3.7 through 9.3.7.7 of The Handbook, Defendant Ocwen had a duty to offer Plaintiff a permanent loan modification that included an escrow provision for taxes and insurance. Any previous shortage, advances or advances due during the trial period should have been capitalized.

79. Pursuant to Section 9.5.1, "In situations where an eligible borrower successfully completed the trial period (including providing the required documentation and making the required payments) and should have been converted to a permanent modification, but for reasons beyond his or her control was not timely converted to a permanent modification, ***the servicer must promptly make a determination as to whether the borrower is eligible for a permanent HAMP modification."*** *(emphasis added.)*

80. Pursuant to that same Handbook provision, "the servicer must offer the borrower a permanent HAMP modification as soon as possible, ***but in no event later than 60 days after discovering the error, including but not limited to, discovery through notification ... provided by the borrower.***"

81. Finally pursuant to Section 9.5.1 of The Handbook, Defendant Ocwen had an absolute, affirmative duty to offer Plaintiff a permanent modification that "***put the borrower in the same position as he or she would have been in if the servicer had converted the borrower to a permanent modification in accordance with the program requirements.***"

82. Defendant Ocwen was put on notice by Plaintiff's counsel by letter of May 21, 2014, a true and correct copy of which is attached hereto and incorporated by reference as Exhibit I, and a receipt confirmation copy which is attached and incorporated herein by reference as Exhibit J, that the March 5, 2014 denial of Plaintiff's permanent modification was improper as Plaintiff had never received a permanent modification offer.

83. Not until September 2, 2014 did Defendant Ocwen respond by letter, a true and exact copy of which is attached hereto and incorporated herein by reference as Exhibit K.

84. Exhibit K provided that "On October 3, 2013, the loan was approved for modification under the Home Affordable Modification Program (HAMP) and a modification agreement was sent to your attention."

85. This assertion is erroneous as the October 3, 2013 letter referenced by Defendant Ocwen was the offer of a trial period payment plan, ***not a permanent modification.***

86. Defendant Ocwen failed in its duty to offer Plaintiff a permanent modification as required by Section 9.5.1 of The Handbook after having been notified of its failure to timely provide the permanent modification

87. Defendant Ocwen failed to offer Plaintiff a permanent modification that put her in the same position as she would have been had the servicer converted her loan to a permanent modification effective February 1, 2014.

88. All of the quoted provisions from The Handbook are attached hereto and incorporated by reference as Exhibit N.

ALLEGATIONS REGARDING REQUESTS FOR INFORMATION AND NOTICES OF ERROR

89. Plaintiff is a natural person.

90. Plaintiff's home is her primary dwelling and is used for personal, family and household purposes.

91. Plaintiff's mortgage loan is a "federally related mortgage loan" and is a "home loan" as defined by N.C. Gen. Stat. §45-90.

92. Defendant Ocwen is a "servicer" as defined by N.C. Gen. Stat. §45-90 and in 12 U.S.C. § 2605(i).

93. Defendant Ocwen is responsible for servicing "federally related mortgage loans" in that it services loans that are secured by a lien on residential real properly designed principally for the occupancy of from one to four families as referenced in 12 CFR §1024.2(b)(2).

94. Defendants Ocwen is obligated to service mortgage loans in compliance with the Real Estate Settlement Procedures Act (RESPA), specifically 12 U.S.C. § 2605(e) pertaining to qualified written requests.

95. Defendants Ocwen is subject to the duty to respond to borrower requests for information and to notices of errors from borrowers pursuant to 12 C.F.R. §1024.36 and 1024.35, respectively, and N.C. Gen. Stat. §45-93.

96. Defendant Ocwen is subject to the duty to correct errors identified by the borrower pursuant to 12 C.F.R. 1024.35 and N.C. Gen. Stat. §45-93 .

97. On numerous occasions – including but not limited to July 30, 2009, September 21, 2009, and December 4, 2009 – Defendant Ocwen's predecessors were notified of Plaintiff's dispute regarding her account.

98. Defendant Ocwen was aware of the existing dispute at the time of the servicing rights to her loan were transferred, as evidenced by its May 23, 2013 letter, attached hereto as Exhibit D.

99. Upon information and belief, Defendant Ocwen failed to properly investigate Plaintiff's statement that her account was in error or to review documents provided verifying the fact that her April 2009 payment was made and that the check by which it was made had cleared the bank.

100. Defendant Ocwen continued to prosecute the 2012 foreclosure action its predecessor filed against Plaintiff, despite Ocwen's actual knowledge of the dispute and its failure to correct the account.

101. On at least three occasions - including, but not limited to, a May 21, 2014 Notice of Error – Defendant Ocwen was put on notice regarding Plaintiff's long-standing dispute with the American Home and Ocwen's own failure to provide Plaintiff with a permanent loan modification under the Home Affordable Modification Program.

102. Ocwen either failed to properly or timely acknowledge receipt of, properly or timely respond to, or properly make appropriate corrections to Plaintiff account as required by 12 U.S.C. § 2605 (e).

103. Upon information and belief, Defendant Ocwen has at all times relevant to this action, provided false, misleading and incorrect reports to credit reporting entities, notwithstanding Plaintiff's QWR's in violation of 12 U.S.C. § 2605(e), as amended from time to time.

GENERAL ALLEGATIONS REGARDING SERVICING

104. As servicer of Plaintiff's loan, Defendant Ocwen had a duty to Plaintiff to act with good faith and fair dealing pursuant to the requirements of N.C. Gen. Stat. Chapter 53 et seq., and Ocwen breached said duty.

105. As servicer of Plaintiff's loan, Defendant had a duty to Plaintiff to act with good faith and fair dealing pursuant to the Uniform Commercial Code, and Ocwen breached said duty.

106. As a servicer of Plaintiff's loan, Defendant Ocwen has breached its duty to Plaintiff to properly apply Plaintiff's payments to the loan balance in accordance with the contractual provisions set forth in the Promissory Note and subject Deed of Trust that Plaintiff signed and that are the subject of that foreclosure action known as 16-SP-2657 (Wake County).

107. As servicer of Plaintiff's loan, Defendant Ocwen has a duty to refrain from assessing to Plaintiff's account, charges and fees that are non-bona fide or otherwise in excess of amounts commercially reasonable and actually and reasonably expended.

108. As servicer of Plaintiff's loan, Ocwen had a duty to truthfully respond to Plaintiff's correspondence, requests for information and third-party complaints.

109. Upon information and belief, Defendant Ocwen has wrongfully and/or negligently failed to properly apply and account for payments that Plaintiff made, and by such misconduct, has proximately caused damage to Plaintiff and has contributed toward the acceleration

of the loan account and which resulted in the wrongful foreclosure action, file number 16-SP-2657(Wake County), and Plaintiff's embarrassment and expense of defending such proceeding.

110. Defendant Ocwen has wrongfully and/or negligently assessed to Plaintiff's account charges and fees that were non-bona fide or otherwise in excess of amounts actually and reasonably expended, and such misconduct has proximately caused damage to Plaintiff and has contributed toward the acceleration of the loan account and has resulted in the wrongful foreclosure action and the embarrassment and expense of defending such proceeding.

111. Alternatively and upon information and belief, Defendant Ocwen has willfully, wantonly and intentionally failed to properly accept, apply or account for payments that Plaintiff has made or which were made on her behalf, and such failures have proximately caused damage to Plaintiff and have contributed toward the acceleration of Plaintiff's loan account and have resulted in the wrongful foreclosure action and the expense of defending such proceeding.

112. Alternatively and upon information and belief, Defendant Ocwen has willfully, wantonly and intentionally assessed to Ms. Egler's account charges and fees that were non-bona fide or otherwise were in excess of amounts actually and reasonably expended, and this intentional conduct has proximately caused damage to Plaintiff and has contributed toward the acceleration of Ms. Egler's loan account and resulted in the wrongful foreclosure action and the embarrassment and expense of defending such proceeding.

113. Each and every monthly statement, demand for payment, payoff quote, payment history and any other written or verbal communication made by Ocwen which incorporated

claims for non-bona fide fees or charges or wrongful escrow demands represents repeated and ongoing violations of law and of contract on the date each monthly statement, demand for payment, payoff quote, payment history and any other written or verbal communication was made.

PATTERN AND PRACTICE ALLEGATIONS

114. As alleged herein, Defendant Ocwen has engaged in a pattern and practice of wrongful servicing practices.

115. A settlement announced in multidistrict litigation against Ocwen included relief to parties for whom improper default related fees were imposed during bankruptcy or for whom insurance was improperly force placed. (See In re Ocwen Federal Bank FSB Mortgage Servicing Litigation, United States District Court for the Northern District of Illinois MDL No. 1604, Lead Case No. 04-2714; and, https://www.ocwenmdlsettlement.com//).

116. Defendant Ocwen's loan servicing practices, and those of Homeward Residential, the prior servicer of Plaintiff's mortgage, were under investigation by the Federal Trade Commission. (See Ocwen Financial Discloses FTC Probe, Wall Street Journal, March 3, 2011).

117. In early 2012, examinations by the Multistate Mortgage Committee, which is comprised of state financial regulators, identified potential violations against Ocwen. In addition, the Federal Trade Commission referred its investigation of Ocwen to the Consumer Financial Protection Bureau (CFPB) after the Bureau opened in July 2011. The Bureau then teamed with state attorneys general and state regulators to investigate and resolve the issues identified. (See CFPB press release Dec. 19, 2013: CFPB, State Authorities Order Ocwen to Provide $2 Billion in Relief to Homeowners for Servicing Wrongs).

118. Based upon the examinations, the CFPB complaint says that Ocwen took advantage of homeowners with servicing shortcuts and unauthorized fees. Customers relied on Ocwen to, among other things, treat them fairly, give them accurate information and appropriately charge for services. According to the complaint, Ocwen (and Homeward) violated the law in a number of ways, including:

- Failing to timely and accurately apply payments made by borrowers and failing to maintain accurate account statements;
- Charging borrowers unauthorized fees for default-related services;
- Providing false or misleading reasons for denial of loss mitigation or loan modifications; and
- Providing false or misleading information in response to consumer complaints.

119. A consent order, reiterating the findings enumerated above, was entered between Ocwen, CFPB and 49 state attorneys general – including North Carolina's - on February 26, 2014. (See full order at http://files.consumerfinance.gov/f/201403_cfpb_entered-judgment-with-exhibits_ocwen.pdf).

120. Pursuant to the consent order, Ocwen agreed to adhere to certain terms and conditions including compliance with certain servicing standards enumerated in the settlement, including a requirement to send a permanent modification agreement promptly to borrowers who have completed trial period payment plans.

121. The acts and practices described herein violate the standards, terms and conditions of that settlement, to which Defendant is bound.

122. Defendant Ocwen's unlawful servicing practices continued. On December 22, 2014, another consent decree was entered between Ocwen and the New York Department of Financial Services. See NYDFS Announces Ocwen Chairman To Resign From Firm And

Related Companies; Ocwen To Provide Direct Homeowner Relief And Undertake Significant Operational Reforms;; http://www.dfs.ny.gov/about/press/pr1412221.htm

123. As a condition of the December 2014 New York settlement, Ocwen's Executive Chairman and Chairman of the Board was forced to resign and Ocwen again agreed to reform its servicing practices. Id.

124. On April 20, 2017, yet another multistate and CFPB action was brought against Ocwen, (http://files.consumerfinance.gov/f/documents/20170420_cfpb_Ocwen-Complaint.pdf) which includes the following allegations:

- Ocwen has serviced loans and collected upon debts based on inaccurate and incomplete borrower loan information. Ocwen has often input inaccurate and incomplete information, or failed to input accurate or complete information, about borrowers' loans into its REALServicing system of record.

- Ocwen's use of inaccurate and incomplete information to collect mortgage, tax, and insurance payments, communicate with borrowers about loss mitigation issues, proceed with foreclosures, and when selling the servicing rights of borrowers' loans to new servicers has resulted in significant harm to borrowers.

- As of 2014, Ocwen had also failed to verify whether the prior servicers' corporate advances or fees for servicing-related expenses—such as attorneys' fees, property inspection fees, property preservation fees, force-placed insurance charges, and foreclosure-related expenses—were valid and actually owed by borrowers. In many instances, Ocwen has charged borrowers for these charges and fees, even though neither Ocwen nor the prior servicer had invoices or other documents to support these charges and fees, and even though Ocwen was receiving disputes from borrowers claiming that these charges or fees were not owed.

- As of 2014, in addition to boarding loans with inaccurate loan information, Ocwen also boarded loans that contained payment history data that it had reason to believe was inaccurate or incomplete. Ocwen, for example, boarded incomplete or incorrect payment histories onto REALServicing, such as payment histories that include misapplied payments.

- REALServicing has lacked the capacity to process the large number of loans that Ocwen has acquired and, in part as a result, it has not been functional for lengthy periods of time. After Ocwen's large 2013 and 2014 loan acquisitions, Ocwen's personnel reported "high incidents of system unavailability."

- Ocwen's officials reported that its loss mitigation system "was down approximately 17,000 work hours." In internal communications in 2014, Ocwen's Head of Loss Mitigation expressed exasperation about the unavailability of Ocwen's loan modification systems:

> **I am sorry guys, this has broken my back. Enough is enough on daily issues with these systems.** We have lost more than 15 days of production of past 3 months ... I need this system up every day and performing. **It is clear by the issues over the past 3 months that there are not any controls on data and system quality.** (Emphases added by CFPB.)

- As Ocwen's former Head of Servicing Compliance testified: **"[E]very business unit in the entire organization" lacked sufficient controls to prevent mistakes and to detect when mistakes occurred.**

- With respect to loan modification processes: "[u]pon review of a [loan modification] package, terms are found to be incorrect approximately 80% of the time...

- More generally, Ocwen has serviced borrowers' loans and communicated, orally and in writing, with borrowers using inaccurate and incomplete information, including information relating to borrowers' loan terms, amounts received from and owed by borrowers, escrow amounts, insurance amounts, and/or loss mitigation and foreclosure information.

- Since 2014, Ocwen has routinely failed to reasonably investigate, and, when appropriate, make corrections in response to borrower complaints and notices of errors. These failures have caused serious harm to consumers.

- Ocwen has failed to conduct reasonable investigations and/or, where appropriate, make corrections of errors in borrowers' complaints and Notices of Error ("NOE's"). Among other things, Ocwen has relied on inaccurate data in REALServicing, and the Ocwen personnel who investigate borrowers' complaints and NOE's are not required to cross-reference Ocwen's known and documented systemic errors, such as the payment processing and application, escrow, and insurance errors, and thus do not consider that information in their investigations. Further, in responding to certain complaints and NOEs, Ocwen has simply parroted back the information in REALServicing, including details set forth in payment and escrow histories, without addressing the errors presented by borrowers.

- Ocwen has inappropriately conducted foreclosure sales on the homes of borrowers who were performing upon agreements for loss mitigation options, such as a loan modification. The borrowers accepted and were performing upon the terms of the options—for example, by making trial payments according to the terms of a loan modification. Even though the borrowers had been doing everything they were supposed to do, Ocwen unilaterally breached the terms of its loss mitigation agreements with borrowers and foreclosed on their loans.

125. Upon information and belief, this matter is pending in the United States District Court for the Southern District of Florida.

126. On April 20, 2017, North Carolina's Commissioner of Banks, Ray Grace, issued a cease and desist order prohibiting Ocwen from acquiring additional servicing rights for North Carolina loans. http://nccob.gov/public/docs/News/Press%20Releases/OcwenOrder17_025.pdf

127. In conjunction with the Order, Commissioner Grace advised: "As regulators, we encourage and advise companies to remain compliant with state and federal laws. However, Ocwen has consistently failed to correct deficient business practices that cause harm to borrowers," said Grace. "We cannot allow this to continue." http://nccob.gov/public/docs/News/Press%20Releases/OcwenPressRelease20170420.pdf

128. On January 2, 2018, Commissioner Grace entered into a Consent Order with Defendant Ocwen.

129. Pursuant to the Consent Order, Ocwen must implement a "comprehensive consumer complaint resolution plan ("Complaint Plan") designed to ensure that the company will properly document, ***timely investigate, and remediate*** consumer complaints…"

130. The Complaint Plan, at a minimum must include "…robust, board-approved policies and procedures to ensure that all consumer complaints are documented and timely

investigated, any errors found as a result of a complaint are remediated, and errors found that may impact other accounts are escalated for further investigation and remediation.

131. At no time has Defendant Ocwen investigated Plaintiff's repeated notices regarding her missing payment, other than to parrot the data located in its servicing system.

132. At no time has Defendant Ocwen acknowledged, investigated or acknowledged the wrongful denial of Plaintiff's 2014 loan modification.

ALLEGATIONS REGARDING DAMAGES

133. As a result of Defendant Ocwen's wrongful and improper servicing of Plaintiff's mortgage, Plaintiff has suffered credit loss.

134. As a result of Defendant Ocwen's wrongful and improper servicing of Plaintiff's mortgage, Plaintiff has been forced to pay excessive amounts for obtaining credit.

135. As a direct result of Defendant Ocwen's repeated refusals to properly acknowledge her payments or to investigate her account, Plaintiff has been subjected to two foreclosure proceedings.

136. As a direct result of Defendant Ocwen's improper servicing of Plaintiff's mortgage, Plaintiff has been subjected to public embarrassment by having a constant parade of property inspectors and debt collectors at her home, some leaving contact or collection notices – despite the fact that Defendant Ocwen has long been on notice that Plaintiff is represented by counsel, as such, it was not authorized to directly communicate with Plaintiff.

137. As a direct result of Defendant Ocwen's wrongful acts, Plaintiff has suffered constant fear of losing her home, embarrassment, humiliation, sleeplessness, anxiety and worry.

138. As a result of Defendant Ocwen's bungling of Plaintiff's mortgage modification application, and wrongful rejection of payments, Plaintiff's principal loan balance has increased substantially due to the negative-amortization features of the loan.

139. Upon information and belief, a Home Affordable Modification would have eliminated the negative-amortization feature of Plaintiff's loan.

140. Upon information and belief, a Home Affordable Modification would have lowered the interest rate on Plaintiff's loan.

141. Upon information and belief, Defendant Ocwen collects servicing fees from Defendant U.S. Bank based upon the total principal balance of the investment trust which includes Plaintiff's loan.

142. Upon information and belief, Defendant Ocwen, having no financial incentive to modify Plaintiff's mortgage as it stood to profit from the negative amortization feature, benefited financially by failing to correctly process Plaintiff's loan modification application at the expense of Plaintiff.

CLAIMS FOR RELIEF

143. All claims for relief are asserted affirmatively and in the alternative they are asserted in offset and recoupment.

FIRST CLAIM:
Negligence
Against All Defendants

144. Plaintiff realleges and reincorporates within this Claim all paragraphs of the Complaint.

145. Defendants Ocwen and U.S. Bank had a duty to Plaintiff to properly account for all monies received, to properly apply any funds received from or on behalf of the Plaintiff and to properly advise Plaintiff of any amounts due.

146. As servicer of Plaintiff's loan, Defendant Ocwen has duties of care owed to Plaintiff to: (i) properly accept and apply payments made by Plaintiff; (ii) properly apply Plaintiff's payments to the loan balance in accordance with the contractual provisions set forth in the Promissory Note and Deed of Trust; (iii) refrain from assessing to Plaintiff's account charges and fees that are non-bona fide or otherwise in excess of amounts actually and reasonably expended; (iv) properly administer the Home Affordable Modification Program and to properly administer Plaintiff's modification application; and (v) properly process and acknowledge data, information and correspondence received from borrowers and their counsel.

147. Upon information and belief, Defendant Ocwen has negligently failed to comply with these duties. Examples of such failures in duty of care owed to Plaintiff include, but are not limited to:

- failure to apply or account for payments;
- improper rejection of payments tendered;
- assessment of default-related fees and costs when the loan was not in default;
- wrongful assessment of inflated late fees;
- failure properly administer Plaintiff's loan modification application pursuant to HAMP directives;
- failure to comply with the Making Home Affordable Handbook provisions regarding Reconsideration; and
- failure to respond to Plaintiff and counsels' multiple written and telephonic requests that her account be corrected or that the loan modification be allowed.

148. Such failures have proximately caused damage to Plaintiff, contributed toward the

wrongful acceleration of the loan account, and the two foreclosure proceedings referenced herein. Defendant Ocwen further has a duty to Plaintiff to utilize and maintain systems to properly maintain loan accounts for borrowers.

149. Upon information and belief, Defendants Ocwen and U.S. Bank breached their duties by failing to impose proper accounting systems, software programs, servicing platforms or other techniques to manage Plaintiff's account, resulting in repeated errors and overstatements of the amounts due.

150. As a direct and proximate result of Defendants Ocwen and U.S. Bank's breach of duty, Plaintiff has been damaged financially and emotionally, having suffered distress, mental anguish, embarrassment, inconvenience, anxiety, credit loss, will total damages in excess of $25,000.00, in an amount to be proved at trial.

151. Defendant Ocwen was acting as an agent of Defendant U.S. Bank such that U.S. Bank is jointly and severally liable for each and every breach of duty that occurred.

SECOND CLAIM:
Violations of N.C. Gen. Stat. §75-1.1
Against Both Defendants

152. Plaintiff realleges and reincorporates within this Claim all paragraphs of the Complaint.

153. In February 2009, the Making Home Affordable Program was introduced as "a plan to stabilize the housing market and help struggling homeowners get relief and avoid foreclosure." In March 2009, the Treasury Department (Treasury) issued uniform guidance for loan modifications across the mortgage industry and subsequently updated and expanded that guidance in a series of policy announcements." *See Making Home Affordable Handbook* excerpts, Exhibit N.

154. This program - by its own terms – was designed to protect consumers from foreclosure.

155. The HAMP program Guidance, also known as the Making Home Affordable Handbook, is a statement of public policy.

156. Defendant Ocwen had a duty to comply with the Making Home Affordable Handbook provisions.

157. Defendant Ocwen had a duty to comply with the various court orders and consent decrees to which it was subject.

158. Defendants Ocwen and U.S. Bank have duties of care owed to Plaintiff to: (i) properly accept and account for payments made by Plaintiffs; (ii) properly apply Plaintiffs' payments to the loan balance in accordance with the contractual provisions set forth in the Promissory Note and Deed of Trust; (iii) to refrain from assessing to Plaintiffs' account, charges and fees that are non-bona fide or otherwise in excess of amounts actually and reasonably expended; and (iv) provide true and meaningful responses to borrowers and to third parties in response to consumer complaints and requests for correction.

159. Upon information and belief, Defendants Ocwen and U.S. Bank have unfairly and deceptively failed to comply with these duties and such failures have proximately caused damage to Plaintiffs and have wrongfully contributed toward the acceleration of the loan account and the wrongful foreclosure actions, file number 112 SP 3317 and 16 SP 2657, Wake County.

160. As a direct and proximate breach of the duties of care owed by Defendants Ocwen and U.S. Bank to Plaintiff, Plaintiff has been damaged in the manner described above in amounts in excess of $25,000.00, as will be proved at trial.

161. Defendants Ocwen and U.S. Bank's intentional actions have proximately damaged Plaintiff, are in and affecting commerce, violate public policy, have the capacity to deceive

an ordinary consumer, are unscrupulous, immoral, and oppressive, and constitute unfair and deceptive trade practices under N.C. Gen. Stat. § 75-1.1, thereby entitling Plaintiff to three times their actual damages plus a reasonable attorney's fee pursuant to N.C. Gen. Stat. §§ 75-16 and 75-16.1.

162. Defendant Ocwen was acting as an agent of U.S. Bank such that U.S. Bank is jointly and severally liable with Ocwen for all damages pursuant to this Count.

THIRD CLAIM:
Violations of N.C.Gen. Stat. §75-50, et. seq.
Against Both Defendants

163. Plaintiff realleges and reincorporate within this Count all paragraphs of their Complaint.

164. Plaintiffs are "consumers" as that term is defined by Article 2 of Chapter 75 of the North Carolina General Statutes.

165. Plaintiffs' relationship with Defendants arose out of a "consumer debt" as that term is defined in Article 2 of Chapter 75 of the North Carolina General Statutes.

166. Defendant Ocwen was and is a "debt collector" as that term is defined by applicable provisions of Article 2 of Chapter 75 of the North Carolina General Statutes.

167. Under the provision of § 75-52 of the North Carolina General Statutes, Defendants were and are prohibited from engaging in any conduct, the natural consequences of which is to oppress, harass or abuse any person.

168. The actions and conduct of Defendant Ocwen were oppressive and abusive in violation of the applicable provisions of Article 2 of Chapter 75 of the North Carolina General Statutes.

169. Under the provisions of § 75-54 of the North Carolina General Statutes, Defendant Ocwen was and is prohibited from collecting or attempting to collect a debt by any fraudulent,

misleading or deceptive misrepresentation including falsely representing the character, extent or amount of a debt.

170. Each of Defendant Ocwen's actions or conduct of misrepresenting the amounts owed by Plaintiffs violate the provisions of N.C. Gen. Stat. §75-54.

171. Under the provisions of § 75-55 of the North Carolina General Statutes, Defendant Ocwen was and is prohibited from collecting or attempting to collect a debt by any unconscionable means.

172. Each of Defendant Ocwen's actions or conduct in attempting to collect fees to which it was not entitled and in communicating directly with Plaintiffs after being made aware that they were represented by counsel violates the provisions of N.C. Gen. Stat. § 75-55.

173. As a direct result of Defendant Ocwen's actions alleged herein, Plaintiffs have suffered actual damages including, but not limited to, monetary expense, emotional distress, extreme embarrassment and inconvenience in an amount to be proved at trial.

174. As a result thereof, Defendants are liable for statutory damages in the sum of no less than $500.00 nor more than $4,000.00 for each and every violation of N.C. Gen. Stat. § 75-50 et seq. and the payment of legal fees and expenses.

175. Defendant Ocwen's acts and omissions as alleged herein proximately caused economic injury to Plaintiffs; are in and affecting commerce; have the capacity to deceive an ordinary consumer; are unscrupulous, immoral, and oppressive; and constitute unfair and deceptive trade practices under N.C. Gen. Stat. § 75-1.1, thereby entitling Plaintiffs to three times the actual damages plus a reasonable attorney's fee pursuant to N.C. Gen. Stat. §§ 75-16 and 75-16.1.

176. Ocwen is an agent of U.S. Bank such that U.S. Bank is jointly and severally liable with

Ocwen for each and every violation in collecting or attempting to collect a debt by any fraudulent, misleading or deceptive misrepresentation.

FOURTH CLAIM:
Breach of Contract

177. Plaintiff realleges and reincorporate within this Count all paragraphs of the Complaint.

178. Defendants OCWEN and U.S. Bank have breached their contracts with Plaintiff by wrongfully demanding excessive monthly payments.

179. Defendants OCWEN and U.S. Bank have repeatedly assessed and/or collected amounts from Plaintiff that are not due and owing by contract including, without limitation, interest, default related fees, late fees and other costs and charges.

180. Defendants OCWEN and U.S. Bank have breached the terms of the Promissory Note and Deed of Trust regarding the acceptance of proper payments tendered, application of payments and the imposition of fees.

181. Defendants OCWEN and U.S. Bank have misapplied or failed to apply payments or imposed late fees and other charges not due, all in breach of its contracts.

182. Defendants OCWEN and U.S. Bank wrongfully initiated foreclosure in breach of the contracts.

183. Plaintiff has been directly and proximately damaged financially by these breaches and are entitled to damages in amounts to be proven at the trial of this action.

184. OCWEN was acting as an agent of U.S. Bank such that U.S. Bank is jointly and severally liable with OCWEN.

FIFTH CLAIM:
Breach of Duty of Good Faith and Fair Dealing

185. Plaintiff realleges and reincorporate within this Count all paragraphs of the Complaint.

186. Defendants Ocwen and U.S. Bank have an implied duty to act in good faith in the performance of the contracts between the parties.

187. Defendants Ocwen and U.S. Bank have a statutory duty to act toward Plaintiffs with good faith and fair dealing pursuant to N.C. Gen. Stat. § 25-1-304.

188. Defendants Ocwen and U.S. Bank have a statutory duty pursuant to the North Carolina Secure and Fair Enforcement Mortgage Licensing Act, N.C. Gen. Stat. § 53-244.110, to act in good faith in the servicing of any mortgage loan.

189. Defendant Ocwen, by and through its employees and agents, violated each of these common law and statutory provisions, and particularly the strictures of N.C. Gen. Stat § 53-244.111 in that it:

- Refused to accept legitimate, contractual payments tendered by Plaintiff;
- Misrepresented the amounts due;
- Wrongfully failed to properly process Plaintiff's loan modification;
- Wrongfully failed to correct her account after multiple notices of error;
- Wrongfully failed to offer a permanent modification after notice of error;
- Intentionally charged to Plaintiff inappropriate and unjustified servicing charges, late fees and default-related fees; and
- Willfully and wantonly misrepresented or provided false information in response to Plaintiff and third parties.

190. These Defendants, by and through their employees and representatives, engaged in a course

of business with Plaintiff that was not in good faith or fair dealing in connection with the mortgage loan that is the subject of this action.

191. The acts, omissions and practices of Defendants violate their implied and their statutory duty under §25-1-304 of good faith and fair dealing.

192. The acts, omissions and practices of Defendant Ocwen constitute violations of the prohibitions set forth in the Secure and Fair Enforcement Mortgage Licensing Act, including without limitation, N.C. Gen. Stat. § 53-244.111, subsections (1), (4), (8), (12), (14) and (17).

193. The acts, omissions and practices of said Defendants constitute unfair and/or deceptive acts or practices as defined and prohibited in N.C. Gen. Stat. § 75-1.1. These acts and omissions proximately damaged Plaintiffs, are in and affecting commerce, violate public policy, have the capacity to deceive an ordinary consumer and did deceive the Plaintiffs, are unscrupulous, immoral, and oppressive, and constitute unfair and/or deceptive trade practices under N.C. Gen. Stat. § 75-1.1, thereby entitling Plaintiffs to three times their actual damages plus a reasonable attorney's fee pursuant to N.C. Gen. Stat. §§ 75-16 and 75-16.1.

194. Defendants Ocwen failed to service Plaintiffs' loan in good faith.

195. The breach of the duty of good faith by Defendants Ocwen and U.S. Bank was intentional, willful and/or wanton and reasonably calculated to result in foreclosure of Plaintiffs' home.

196. Plaintiffs have been damaged financially and emotionally, having suffered distress, mental anguish, embarrassment, inconvenience, anxiety, credit loss, all as a direct and proximate result of Defendants Ocwen and U.S. Bank's breach of the duty of good faith and are entitled to actual damages in excess of $25,000.00, in an amount to be proved at trial.

197. Ocwen was acting as an agent of U.S. Bank such that U.S. Bank is jointly and severally liable for each and every breach of duty of good faith in the performance of the contract between the parties.

SIXTH CLAIM
Violation of N.C. Gen. Stat §45-93
Against Both Defendants

198. Plaintiff realleges and reincorporates within this Claim all paragraphs of the Complaint.

199. Pursuant to N.C. Gen. Stat. §45-93(3), Defendant Ocwen was obligated to promptly correct errors relating to the allocation of payments identified in any notice from or on behalf of Plaintiffs.

200. Plaintiff made several requests for assistance to Defendant Ocwen in resolving the dispute regarding the application of payments to their loan account.

201. Defendant Ocwen either failed to respond to Plaintiffs' requests and/or failed to promptly correct errors relating to the failure to account for her April, 2009 payment, identified in any notice from the Plaintiffs or on their behalf.

202. Counsel provided written notice to Defendant Ocwen, at its address designated for that purpose of errors and disputes regarding borrowers' home loan first on May 21, 2014 with a letter stating that: "As we noted at length in the foreclosure hearing held in this matter – and has been documented to both Ocwen and AHMSI – American Home lost and/or misapplied payments sent by Ms. Egler for April 2009. She has sent correspondence from the payor bank indicating that the check in question cleared. (We have enclosed copies of that information *again.*) Despite this fact, Ms. Egler's account has been deemed delinquent since 2009."

203. Counsel's letter further stated: "Our firm received a notice that our client had been

approved for a trial period payment plan. Ms. Egler dutifully sent all payments – and continued to submit payments – to Ocwen pursuant to the plan. On March 5, 2014, you sent a notice to this office indicating that Ms. Egler's application for a loan modification was denied because she failed to return an executed offer for a permanent modification. Ms. Egler did not – and should not have as she is represented by counsel – receive a permanent modification offer. Financial Protection Law Center did not receive an offer for Ms. Egler. Ms. Egler's last two payments have been returned to this office."

204. Finally, the May 21, 2014 letter demanded: "Please re-submit to us the loss-mitigation offer that you purportedly sent to Ms. Egler."

205. Pursuant to the HAMP directives, processing of loss mitigation packages and loan modification applications is within the province of servicing of a loan.

206. Rather that correct the errors noted repeatedly to Plaintiff's loan account, Defendant Ocwen has continued to prosecute multiple foreclosures.

207. At no time has Defendant Ocwen made any effort to correct the bungled loss mitigation procedure after being put on notice.

208. Pursuant to N.C. Gen. Stat. § 45-94, Plaintiff is entitled to compensation for her damages, having been harmed financially and emotionally, suffering distress, mental anguish, embarrassment, inconvenience, anxiety, credit loss, including a reasonable attorney's fee, resulting from Defendants Ocwen and U.S. Bank's failure to comply with the requirements of § 45-94.

209. Ocwen was acting as an agent of U.S. Bank such that U.S. Bank is jointly and severally liable for each and every violation that occurred.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs respectfully request the following:

1) That Defendants be held liable to Plaintiff for such damages as the trier of fact may award to the Plaintiffs pursuant to the counts against each of these Defendants respectively as set out above.

2) That Plaintiffs be awarded recovery of the costs of this action, together with statutory penalties and treble damages where appropriate, and reasonable attorneys' fees pursuant to N.C. Gen. Stat. §§ 75-16 and 75-16.1.

3) Such other and further relief as the Court may deem appropriate.

4) That all matters so triable be heard by a jury.

This the 1st day of March, 2018.

FINANCIAL PROTECTION LAW CENTER

Andrea B. Young
N.C. Bar No. 11166
Maria D. McIntyre
N.C. Bar No. 24407
Mallam J. Maynard
N.C. State Bar No. 10999
P.O. Box 390
Wilmington, NC 28402
Telephone: (910) 442-1010
Facsimile: (910) 442-1011
beth@financialprotectionlawcenter.org
Attorneys for Plaintiffs

NORTH CAROLINA JUSTICE CENTER
Co-Counsel for Plaintiff

By: Jason Pikler by ABY with permission
Jason Pikler
N.C. State Bar No. 47128
P.O. Box 28068
Raleigh, NC 27611
Telephone: 919-856-2570
Facsimile: 919-856-2175